



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71(1) of the Private Housing (Tenancies) (Scotland) Act 2016 (“the 2016 Act”)

Chamber Ref: FTS/HPC/CV/26/1089

Re: Property at 21/4 Redbreas Place, Edinburgh, EH7 4LH (“the Property”)

Parties:

Mr Jaroslaw Wasil, Mrs Malgorzata Wasil, 22 Muircroft Terr West, Perth, PH11 1DY; 22 Muircroft Terrace West, Perth, PH1 1DY (“the Applicants”)

Miss Gemma Fordyce, 6/5 West Montgomery Place, Edinburgh, EH7 5EZ (“the Respondent”)

Tribunal Members:

Sarah O'Neill (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that an order for payment by the Respondent of the sum of £1475 should be granted in favour of the Applicants.

Background

1. An application was received from the first Applicant, Mr Jaroslaw Wasil, on 8 March 2026 seeking a payment order in terms of rule 111 (Application for civil proceedings in relation to a private residential tenancy) of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 (“the 2017 rules”). The first Applicant sought an order for payment of £1825 against the Respondent in respect of rent arrears which were alleged to be due by the Respondent as at the date of the application.
2. Attached to the application were:

- (i) Copy private residential tenancy agreement between the Applicants and the Respondent and Mr Mateusz Radomski, which commenced on 29 April 2025.
 - (ii) Copy Notice to Leave addressed to the Respondent and Mateusz Radomski dated 7 May 2025, citing ground 5 and stating that an application would not be made to the First-tier Tribunal for an eviction order before 31 July 2025.
 - (iii) Evidence of rental payments made to the Applicants by the Respondent in July and September 2025.
 - (iv) WhatsApp messages between the first Applicant and the Respondent dated between 26 May and 15 October 2025.
 - (v) Tracing report relating to the Respondent dated 2 February 2026.
3. Following a request from the tribunal administration, an amended application form was received from the first Applicant adding Mrs Malgorzata Wasil as a joint applicant on 26 April 2026.
4. The application was accepted on 19 May 2026.
5. Notice of the case management discussion (CMD) scheduled for 23 September 2026, together with the application papers and guidance notes, was served on the Respondent by sheriff officer on behalf of the Tribunal on 11 August 2026. The Respondent was invited to submit written representations by 29 August 2026.
6. No written representations or time to pay application were received from the Respondent prior to the CMD.

The case management discussion

7. A case management discussion (CMD) was held by teleconference call on 23 September 2026. Both Applicants were present and represented themselves. They were accompanied by the daughter, Miss Julia Wasil, as a supporter. The Respondent was also present and represented herself.

Submissions by the Applicants

8. The first Applicant asked the tribunal to grant an order for £1875 against the Respondent in respect of unpaid rent for the months from July to September 2025.
9. The Applicants had bought the property on 29 April 2025 from the previous owner with the Respondent and her co-tenant, Mr Mateusz Radomski, in situ. The tenancy agreement between the parties had started on that date. The

Applicants' daughter, Miss Julia Wasil, had then unexpectedly got a job in Edinburgh and wished to live in the property. The Applicants had therefore served a Notice to Leave on the tenants on 7 May 2025 on the grounds that Miss Wasil intended to live in the property. Mr Radomski had moved out of the property on 1 August 2025. The Respondent had, however, decided to remain in the property after that date. The Applicants understood that she was entitled to do so until they had obtained an eviction order. They had tried to meet her halfway and had asked if Miss Wasil could move into the other bedroom in the property in the meantime. The Respondent had refused to allow this, and Miss Wasil therefore had to pay to rent another property elsewhere.

10. The monthly rent payable under the tenancy agreement was £855. The Respondent's agreed share of the rent was £420 per month. In July 2025, she had paid only £70 towards the rent. She had paid no rent at all in August 2025 and had paid only £235 in September 2025. She had finally moved out of the property on around 3 October 2025.
11. As the Respondent had been the sole tenant living in the property, and had refused to allow Miss Wasil to move in, the Applicants were seeking the balance of the full rent from her for the months of August and September 2025. They therefore sought a total of £1825 from the Respondent. She owed £350 towards the rent for July 2025, £855 for the month of August 2025 and £620 (i.e. £855 less £235) for September 2025. They had offered to arrange a repayment plan, but the Respondent had not responded. She had not communicated with them and had refused access to the property.
12. The Applicants confirmed that the Respondent and her former co-tenant had paid a deposit of £855 between them, which had been transferred into the Applicants' names at the start of the tenancy. The Applicants had put the deposit into an approved tenancy deposit scheme. The entire deposit had been returned to the Applicants following the end of the tenancy. The Respondent's share of the tenancy deposit was £350, which the Applicants continued to hold onto until the outstanding rent arrears were settled.

Submissions by the Respondent

13. The Respondent agreed that she had paid only £70 towards her rent for July. She said that this was all she could afford but that she had asked the Applicants to put her £350 deposit towards the rent for that month. She accepted that she had not paid any rent in August 2025, and that she had only paid £235 towards September's rent, as this was all that she could afford.
14. When she received the Notice to Leave, she had been living in the property for almost 8 years. She was being thrown out of her home and made homeless at a time when she had been experiencing mental health issues. She felt that the Applicants were putting pressure on her to move out when she was entitled to

stay there until she was legally evicted. She did not therefore agree to Miss Wasil staying in the property.

15. She disputed that she had failed to communicate with the Applicants. She said she had told them that she had nowhere else to go and had been experiencing health issues.
16. She had never missed a rental payment before July 2025. She had been medically signed off work at the time. She was unemployed and living on Universal Credit and had no money for a deposit on another flat.
17. She was willing to reach an agreement to pay back her share of the rent which was owed. She did not see why she should have to pay the whole rent for the property for the months of August and September 2025, however. She had maintained the flat over the years while other flatmates had come and gone. She said that while she had taken advice regarding the eviction, she had not been aware that she was jointly and severally liable with Mr Radomski for the full rent. She had not completed a time to pay application because she did not think she should have to pay the whole rent for the property.
18. She is still living on universal credit and is living in temporary accommodation. She suggested that she may be afford to repay the arrears at a maximum of £100 per month.

Findings in fact

19. The Tribunal made the following findings in fact:
 - The Applicants are the owners and registered landlords of the property.
 - The Applicants entered into a private residential tenancy agreement with the Respondent and Mateusz Radomski, which commenced on 29 April 2025.
 - The rent payable under the tenancy agreement was £855 per calendar month, payable in advance.
 - The Respondent's agreed share of the rent was £420.
 - The Respondent had paid a tenancy deposit of £350 to the Applicants.
 - The Applicants served a Notice to Leave on the Respondent and Mr Radomski dated 7 May 2025, requiring them to leave by 31 July 2025.
 - Mr Radomski moved out of the property on 1 August 2025.
 - The Respondent paid £70 towards her rent in July 2025. She paid no rent in August 2025 and paid £235 in September 2025.
 - The Respondent vacated the property on or around 3 October 2025.
 - The Respondent owed the Applicants unpaid rent of £1475 as at the date of the CMD.

Reasons for decision

20. The tribunal considered that in the circumstances, it was able to make a decision at the CMD without a hearing as: 1) having regard to such facts as were not disputed by the parties, it was able to make sufficient findings to determine the case and 2) to do so would not be contrary to the interests of the parties. It therefore proceeded to make a decision at the CMD without a hearing in terms of rules 17(4) and 18 (1) (a) of the 2017 rules.
21. The Respondent had admitted that she had not paid all of her rent for the months from July to September 2025. It was clear that she had not understood that she and her former co-tenant were jointly and severally liable for the full rent payable, as stated at paragraph 1 of the tenancy agreement, which she had signed. While the Applicants could equally have pursued Mr Radomski for the outstanding rent, they had not done so because he had moved out once the Notice to Leave had expired.
22. The Applicants had indicated that they appreciated that the Respondent had been put into a difficult situation. However, they felt that her refusal to allow Miss Wasil to move into the other bedroom had been unreasonable and had added to their costs, as Miss Wasil had to find alternative accommodation. They therefore wished to recoup some of those costs from the Respondent. They indicated that they were not willing to consider reaching an agreement with the Respondent regarding the amount owed to them.
23. While the tribunal has some sympathy with the situation the Respondent found herself in, it is clear that she was jointly and severally liable for the full unpaid rent for the months of August and September 2025. It was also unclear why she had paid no rent at all in August 2025, when she had confirmed she was in receipt of Universal Credit towards her housing costs during that month. She was required to pay her rent in terms of the tenancy agreement regardless of her financial situation.
24. On the basis of all the evidence before it, the tribunal was satisfied that the Respondent owed the Applicants the sum of £1475 (under deduction of her £350 deposit) as at the date of the CMD. It therefore grants an order for payment by the Respondent to the Applicants for that amount.
25. The tribunal notes that the Respondent had suggested that she may be able to repay the sum owed at the rate of £100 per month. It is for the parties to agree the details of any repayment arrangement between themselves. The tribunal explained that it was for the Applicants to enforce the order if required.

Decision

The Tribunal grants an order for payment by the Respondent to the Applicants for the sum of £1475.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Sarah O'Neill

23 September 2026

Legal Member/Chair

Date